

Questions for David Grkinich, Bureau Chief for the Professional  
Standards Bureau  
June 22, 2016

**Background** - PROFESSIONAL STANDARDS BUREAU the Professional Standards Division (PSD) has been upgraded this year to a Bureau, henceforward "PSB," with a Bureau Chief level executive at its head. This upgrade has included expansion and consolidation as well. PSB has been responsible for all functions related to misconduct investigations and discipline as well as staff training. The Background Investigations unit, formerly in Human Resources, is now part of PSB. Background Investigations is comprised of four investigators, one manager, one supervisor and three support staff who screen all applicants seeking to be hired by the Probation Department. They also update all background information on employees who are eligible for promotion. We agree with the logic of bringing Background Investigations under the Professional Standards umbrella to interact with the other PSB units. Internal Investigations, also part of PSB, is the primary repository for investigations expertise in the Department. Interaction with Internal Investigations can benefit Background Investigations staff and help maintain their skill level. Additionally, the mission of Professional Standards coincides well with the early detection of criminal histories, financial problems, chemical dependencies, and other issues that might constitute a disqualifier for potential employees. Reforms in Hiring Standards faced with the stark reality that the number of employee misconduct cases continues at a high rate (see Employee Misconduct Section of this Report), the Department set out to find ways to decrease the risk of making job offers to the wrong candidates. Beginning in 2012, to ensure that the most qualified applicants—particularly those applying for peace officer positions—are hired 28 as employees, the Probation Department raised standards in its hiring process. The Department recognized that one of the most effective tools it had to screen candidates seeking peace officer positions was the background phase of the hiring process which occurs once an applicant receives a notice of eligibility. After an applicant is deemed "eligible" to apply for a peace officer position, the applicant must complete a backgrounds packet which is then processed by an investigator in the Department's Backgrounds unit. The investigator will review and verify information in the backgrounds packet such as an applicant's employment history, personal references and education. The applicant will also be asked to disclose any past criminal convictions.

## QUESTIONS

1. The current Probation Commission has advisory oversight to the Chief Probation Officer on policy, practices and matters related to the agency. Have they ever inquired or been briefed on the hiring requirements, hiring process, background investigation process, training programs or internal investigation procedures?  
(Meredith)

## **BACKGROUND PROCESS**

2. How many assigned to Background Investigations? (Meredith)
  - Is this sufficient staffing?
3. The background process for hiring sworn and no-sworn, what is the established practice? Is it compliant with California Government Code, section 1029(1)(1), section 1030 and 1031(c)? (Meredith)
4. Is the background compliant with California Penal Code Section 29805 and US Code Title 18, section 922(d)(9)? (Meredith)
5. What training do background investigators have? (Meredith)

## **TRAINING PROGRAM (If under PSB)**

6. Does the Training Bureau provide training and/or coordinate all training programs for the department? (Meredith)
7. Should the Training Section coordinate all department training? (Meredith)
8. Should the Training Section be a separate bureau? (Meredith)
9. How many personnel are assigned to Training? (Meredith)
  - Is this sufficient staffing?
10. How many non-sworn employees in department? (Meredith)
11. How many sworn employees in department? (Meredith)
12. Upon being hired as civilian Probation employee, what formal if any training do they receive? (Meredith)
  - Is this the industry standard?
  - Meet mandate standards?
13. Upon being hired as a sworn Probation employee what formal training do they receive for? (Meredith)
  - Group Night Supervisor
  - Detention Services Officer
  - Probation Officer I
  - Probation Officer II

14. Is the training compliant with Bureau of State and Community Corrections (BSCC) STC: (Meredith)

- Juvenile Corrections Core Course
- Probation Corrections Core Course
- Adult Core Course
- Adult Corrections Core Course
- Supervisory Core Course
- Manager Administrator Core Course

15. Is the training compliant with California Commission on Peace Officer's Standards and Training (POST) for: (Meredith)

- California Penal Code section 832 (Basic Peace Officer Training Course)?
- CalPOST Requirements forth in the Post Administrative Manual Section D-3 under Regulation 1005 that?
  - POST Supervisor Course that requires every peace officer promoted, appointed, or transferred to a first-level supervisory position shall satisfactorily complete a certified Supervisory Course prior to promotion or within 12 months after the initial promotion, appointment, or transfer to such position.
  - Management Course that requires peace officer promoted, appointed, or transferred to a middle management position shall satisfactorily complete a certified Management Course prior to promotion or within 12 months after the initial promotion, appointment, or transfer to such position

### **INTERNAL AFFAIRS**

16. Does Internal Affairs handle all internal and external complaints of misconduct? Or is some handled by other parts of the Probation Department? (Meredith)

17. Is Internal Affairs a central location to review all complaints or high profile incidents? In example, if a death occurs in a camp, is the internal review of that death by PSB or other entity within department? (Meredith)

18. How many personnel assigned to IA and is this sufficient? (Meredith)

19. Respecting that personnel investigations are deemed confidential and regulated by law, how would oversight by the existing Probation Commission or a new Oversight Body be able to be monitor trends of misconduct? (Meredith)

20. How does the Office of Independent Monitoring provide oversight in conjunction with PSB? (Meredith)

21. Do you consider staffing in PSB sufficient to provide internal oversight to Training personnel, vetting personnel and disciplining personnel? (Meredith)
22. In the reformation of the existing Probation Commission or constituting a new Oversight Body, do you have any thoughts on how independent oversight could be achieved as it relates to the functions of PSB? (Meredith)
23. What is the role of the Professional Standards Bureau for providing oversight over the Probation Department? (Chodroff)
24. What is the role of the Professional Standards Bureau with respect to training within the Probation Department? How does the Bureau determine what training is necessary and how often? What improvements would you recommend to training for Probation? (Chodroff)
25. What is your relationship with other entities that provide formal or informal oversight over the Probation Department? Do you work with the Ombudsman? In what capacity? (Chodroff)
26. Would you see value in strengthening the role or office or capacity of the Ombudsman? (Chodroff)
27. What is your process for responding to complaints and concerns with respect to Probation services and personnel? To whom do you report such complaints and corresponding corrective action? What is the process for documentation and transparency with respect to complaints and corrective action within the department? (Chodroff)
28. What, if any, limitations do you feel exist with respect to oversight over the Probation Department? (Chodroff)
29. What recommendations would you offer to strengthen oversight over the Probation Department? (Chodroff)
30. What, in your opinion, would most help bolster the Probation Department's ability to conduct its work? (Chodroff)
31. Based on your experience, would you recommend that the Probation Department be split into two different juvenile and adult divisions? (Chodroff)

**PROBATION DEPARTMENT  
SUPPORT - EXECUTIVE OFFICE  
PROFESSIONAL STANDARDS BUREAU**

**EXECUTIVE OFFICE**

**PROFESSIONAL STANDARDS BUREAU**

106.0 BUREAU CHIEF  
1.0 Special Assistant

1.0 Senior Secretary III

**INTERNAL AFFAIRS (17053)**

1.0 Probation Director  
1.0 Secretary III  
10.0 Supervising Deputy Probation Officer  
6.0 Deputy Probation Officer II  
2.0 Senior Typist Clerk  
1.0 Intermediate Typist Clerk

**CHILD ABUSE SPECIAL INVEST (17009)**

1.0 Supervising Deputy Probation Officer  
5.0 Deputy Probation Officer II  
1.0 Senior Typist Clerk

**STAFF TRAINING OFFICE (17025)**

1.0 Probation Director  
1.0 Senior Secretary II  
1.0 Staff Dev Specialist  
3.0 Intermediate Typist Clerk  
2.0 Sr. Typist Clerk  
7.0 Deputy Probation Officer II  
2.0 Deputy Probation Officer I  
13.0 Spvg Deputy Probation Officer  
3.0 Detention Svcs Officer  
2.0 Sr. Detention Svcs Officer  
2.0 Supv Detention Services Officer

**AFFIRMATIVE ACTION (17076)**

1.0 Probation Director  
1.0 Senior Secretary I  
3.0 Deputy Probation Officer II, Field  
1.0 Departmental Personnel Assistant

**PERFORMANCE MGMT (17110)**

Civil Service Liaison/Discipline  
1.0 Head, Dept Civil Service Rep  
7.0 Departmental Civil Service Rep  
2.0 Senior Typist Clerk  
1.0 Std. Prot. Wrkr ("F")

**OMBUDSMAN'S OFFICE (17018) (B)**

1.0 Probation Director  
1.0 Secretary III

**BACKGROUND INVESTIGATIONS (17111) (A)**

18.0 Probation Director  
1.0 Admin Svcs Mgr II  
1.0 Dept Personnel Assistant  
2.0 Management Analyst  
2.0 Sr Dept. Personnel Tech  
2.0 Intermediate Typist Clerk  
5.0 DPO II  
1.0 Senior Typist Clerk  
1.0 Program Analyst  
2.0 Student Worker (Unfunded)  
1.0



## COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY – DOWNEY, CALIFORNIA 90242

(562) 940-2501



**JERRY E. POWERS**  
Chief Probation Officer

June 10, 2015

### SUBJECT: TALKING POINTS RECRUITMENT QUESTIONS

In an effort to provide the Commission with specific information regarding the recruitment efforts, below are talking points to address the Commissions recruitment questions.

Q: What are the explicit goals of the Department in terms of recruiting?

A: The Department has a goal to receive 1,000 new applications per month for sworn positions. In order to achieve this goal, the Department has selected a Recruitment Manager to develop a robust recruitment plan that incorporates use of social media, participating in job fairs at public and private universities, community events, and military and veterans job fairs, posting jobs on National Association of Colleges and Employers websites, collaborating with LASD and LACFD to recruit candidates that fall out of their hiring processes, use of email marketing materials that include auto reply links to bulletins and applications, using media and bar codes for electronic devices, videos of physical requirements and "best of the best" slogan.

Q: Who decides the policies for Human Resources?

Departmental hiring policies developed by the Department are done in accordance with County Code, Department of Human Resources Policies, Procedures and Guidelines, Civil Service Rules and Peace Officer Standards and Training (POST) guidelines.

POST qualifications mandate that to be a peace officer in California, at a minimum the candidate must:

- Be at least **18 years of age** [GC§1031(b)].
- Be a **U.S. citizen** or a permanent resident alien who is eligible and has applied for citizenship [GC§1031(a)]. (Note: CHP officers must be U.S. citizens at the time of appointment VC§2267.)
- Have a **U.S. high school diploma**, GED certificate, or high school proficiency examination, or a two-year, four-year, or advanced degree from an accredited or approved college/university [GC§1031(e)].

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- Be free of any **felony** conviction or certain **misdemeanor** convictions that are disqualifying [GC§1029; PC§29805; 18 USC 922(d)(9)].
- Be of good **moral character** as determined by a thorough background investigation [GC§1031(d)].
- Be free of any **physical, emotional, or mental conditions** that might adversely affect the exercise of the powers of a peace officer [GC§1031(f)].

The POST peace officer selection standards are contained in Commission Regulations 1950-1955. These standards require:

- **Fingerprint and criminal history check** of local, state, and national files,
- A **background investigation** to ensure good moral character [per GC§1031(e)],
- **Medical and psychological suitability examinations** [per GC§1031(f)],
- An **oral interview** by the department head or representative(s), and
- A measure of **reading and writing ability**.

Q: What is the ideal candidate?

A: The ideal candidate will meet the minimum requirements of the job bulletin and can meet the standards and criteria developed by the Board of State Community Corrections (BSCC) Standards and Training for Corrections (STC) which is mandated by Title 15 Regulations which are governed by Penal Code Sections 6035 and 6036.

As such STC provides the Department with a test that measures the core competencies of the position being sought. As an example, the test for the Juvenile Core Officer consists of:

1. **Following Written Directions** - Apply a set of rules to determine the correct action or solution for a problem.
2. **Reading Comprehension** - Read a passage and answer questions that may require identifying facts and details, interpreting information, or drawing conclusions.
3. **Writing Clarity** - Recognize and use clear writing, avoiding selecting wording that results in ambiguous or erroneous communication.
4. **Writing Detail** - Evaluate written information and determine whether it provides a useful, detailed description of people or events.
5. **Accuracy with Forms and Coded Information** - *Part A:* Check the accuracy of information coded in report forms compared to a written summary; and *Part B:* Compare coded information to a brief list of information and determine whether the coded information matches any of the items on the list.
6. **Work Attitudes** - This section of the examination contains various test items designed to measure attitudes about work-related situations and behavior, reflecting attributes such as conscientiousness, confidence, handling work pressure, getting along with others, integrity/trustworthiness, objectivity and tolerance.

This written test, scored by the State, measures the candidates ability to conduct the following JCO tasks:

1. **Supervising Juveniles** - Monitoring, directing and controlling the activity of

juveniles during daily care, recreation, work details, and activities inside and outside the facility. Maintaining appropriate close supervision and security over juveniles to prevent self-injuries, accidents, fights, escapes, and other negative incidents. Enforcing rules and disciplinary actions when appropriate. Adhering to appropriate security procedures when escorting juveniles.

**2. Searching and Maintaining Security** - Conducting searches, inspections, and counts (of juveniles, visitors, mail, facility, etc.) with thoroughness and accuracy, in a timely manner. Initiating special searches when appropriate. Verifying information and identities, securing evidence, and making security checks.

**3. Investigating and Detecting Problems** – Investigating suspicious activities, incidents, and situations. Identifying illegal activity and potentially dangerous conditions (e.g., contraband possession/use, gang conflict, etc.). Taking appropriate steps to prevent problems before they occur. Recognizing signs of health problems, suicide risk, assaults, etc., and taking appropriate action to protect the well being of juveniles.

*JCO Candidate Orientation Booklet*

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**4. Analyzing and Making Recommendations** – Evaluating juvenile records and behavior and making recommendations about their detention, activities, care, and treatment. Planning and organizing activities and transportation for juveniles.

**5. Report Writing** – Writing reports (e.g., incident, evaluation, disciplinary, escape, use of force), correspondence, and other narrative reports that are clear, complete, accurate, and concise; writing reports in a timely manner.

**6. Record Keeping** – Accurately completing forms, logs, and inventories necessary for the correct and efficient booking, receiving, and releasing of juveniles, operation of a facility, and daily custody of juveniles.

**7. Handling Emergencies** – Working effectively and taking appropriate actions in emergency or crisis situations (e.g., injuries, suicide attempts, fires, escapes, rioting, physical fights between juveniles or attacks upon staff). Using *sound judgment* and *following proper procedures* in using physical force or restraints, sounding and responding to alarms, enlisting and providing appropriate assistance; and rendering appropriate first aid. This includes demonstrated performance in job simulation exercises and drills. *Note: The focus of this work activity is on judgment and following procedures. Physical ability is not included here (it is to be described later in a separate work activity).*

**8. Counseling** – Conducting individual and group counseling. Developing treatment plans and goals, and evaluating progress. Providing "on-the-spot" counseling (crisis intervention). Coaching and encouraging juveniles in volunteer activities and schoolwork; assisting with emotionally distressed, withdrawn, or self-destructive juveniles. Obtaining medical or psychiatric help for juvenile when needed.

**9. Interacting/Communicating with Juveniles** – Explaining rules, policies, expectations, and consequences to juveniles. Listening and responding appropriately to juveniles' questions, concerns, complaints, and requests and providing appropriate assistance in working out problems. Respecting juveniles' feelings, rights, and privileges and gaining their cooperation and respect.

**10. Interacting/Communicating with People External to Staff** – Conferring with the public and personnel external to the agency. Establishing cooperative relations with community, agencies, and other people external to the staff. Responding to inquiries from regulatory agencies, commissions, and the courts.

**11. Working with Internal Staff** – Working cooperatively and effectively with coworkers, supervisors, and other internal staff. Following directions and providing



assistance, coaching, and support when needed. Keeping staff completely informed regarding juvenile status, potential problems, and important shift information.

Q: What types of experience or interests is the department looking for in a candidate? (See above for desired core competencies). In terms of education, the Department requires different educational levels and experience for the various positions being sought. For example, a Detention Services Officer is required to have completed of 60 units of college including course work in the behavioral or social sciences.

Q: What factors does the Department consider when recruiting?

A: Minimum qualifications for the position, minimum selection standards from STC and ability to meet the peace officer standards and training requirements for a peace officer.

Q: What type of influence do individual Probation Officer who are not involved in the recruiting process have in hiring?

A: Volunteering and presenting at professional day and college fairs, sending relatives, friends and students (some teach) job applications, conducting visits, etc.

Q: What affirmative steps has the Department taken to optimize its pool of applicants, both in terms of numbers and quality?

A: The Department has developed videos to demonstrate the physical requirements of the job and the department's intent to recruit and hire the "Best of the Best." Since June, the Recruitment manager and her team has:

- Developed a recruitment database of over 100 university and college contacts throughout California and neighboring states
- Participated in 7 recruitment events in April and 15 in May that included job fairs at public and private universities, community events and military and veterans' job fairs
- Ordered banner and over 5,000 giveaways to increase marketability at recruitment events
- Posted job openings on National Association of Colleges and Employers website
- Posted job openings in 23 different no cost job bulletins throughout the nation that include military, universities and associations
- Collaborating with LASD and LA County Fire to be able to recruit candidates that fall out of their hiring process

- Utilizing an email address on marketing material that has an autoreply that links candidates to bulletins and application
- Developed and circulating hiring flyers that include barcode that candidates are able to scan with their smartphones to link them electronically to the department website
- Maintaining monthly metrics of recruitment events and postings of job bulletins
- Collaborating with our Community Outreach Unit
- Identified a team of over 40 officers (from field and institutions) to be trained to attend future recruitment events
- 2,023 applications collected in April and 1,447 applications collected in May
- Conducted a live webcast with the USC School of Social Work that was available for approximately 2000 students and recent alum

Q: There was a discussion by the Chief last year about partnering with local universities. What if anything, has been done on that front?

A: The Department has a Service Learning Partnership with Cal State LA who selects eligible candidates (pre-screened, Live Scan). The students are paired with Probation Director to learn the specific function of the assigned Director. The candidate receives college credit while learning about the department.

The Department also has an Intern program for students of Social Work that require service hours supervised by a Supervising Deputy Probation Officer.

Q: What colleges and/or graduate master's program in local schools were contacted for recruitment?

A: **Job Postings Completed May-June**

1. American University
2. Arizona State University
3. California State University, Bakersfield
4. California State University, Channel Islands
5. California State University, East Bay
6. California State University, Fresno
7. California State Polytechnic University, Pomona
8. California State University, Sacramento
9. California Polytechnic State University, San Luis Obispo
10. California State University, San Marcos
11. National Association of Colleges and Employers
12. Northern Arizona State University
13. San Diego State University
14. San Francisco State University
15. San Jose State University

16. Sonoma State University
17. UC Davis
18. UC San Diego
19. University of Phoenix
20. University of Reno
21. University of Southern California
22. California State University, San Bernardino
23. California State University, Northridge
24. University of Nevada, Las Vegas
25. UC Berkeley
26. California State University, Monterey Bay
27. UC Irvine
28. UC Merced
29. UC Riverside
30. UC Santa Barbara
31. UC Los Angeles

<b><u>Events Attended</u></b>	
UCLA	1/13/15 11:00 AM Los Angeles
Everest College	3/2/2015 10:00 AM Ontario
Baldwin Park Hiring Spree	3/12/2015 10:00 AM Carson
Cal State Dominguez Hills	3/19/15 11:00 AM Carson
Cal State Northridge	3/25/2015 10:00 AM Northridge
Cerritos College	4/08/15 9:30 AM Cerritos

University of La Verne Government Career Fair	4/14/2015 10:00 AM La Verne
5th Annual Spring Into Summer Mark Ridley Thomas Job Fair	4/15/15 10:00 AM Carson
University Of Antelope Valley	4/16/15 10:00 AM Lancaster
Cal Poly Pomona	4/23/15 8:30 AM Pomona
Social Work Fair Carson Community Center	4/24/2015 8:30 AM Carson
University of La Verne -Political Science Career Panel	4/27/2015 7:00PM La Verne
BBNS Compton Job Fair	05/09/15 9:30 AM Compton
Pomona Employment Expo	05/12/15 9:00 AM Pomona
Los Angeles Trade Technical - Criminal Justice Classes Presentation	5/14/15 6:00PM Los Angeles
2015 Southeast L.A. Job and Career Fair	05/16/15 9:00 AM Maywood
Firebaugh High School 1st Annual Career Fair	05/20/2015 10:00 AM Lynwood
LA County Asian American Employees Association	05/20/2015 11:00 PM Los Angeles
Cal State Los Angeles Criminal Justice Career Fair	05/20/2015 3:00 PM Los Angeles

Haskel Academy Career Day	5/22/2015 1:00PM Cerritos
City of Compton Resource & Job Fair	05/23/2015 12:00 Noon Compton
Antonovich Veterans Job Fair	5/23/2015 10:00 AM Arcadia
3rd District Job Fair	05/26/2015 10:00 AM Santa Monica
Cal State Northridge	05/27/2015 10:00 AM Northridge
Crenshaw High Career Day	5/28/2015 9:00AM Los Angeles
Webcast USC School of Social Work	5/28/2015 12:00:00 PM Los Angeles
Veterans Job Fair	5/28/2015 10:00 AM San Diego Camp Pendleton
Housing Authority of the City of Los Angeles Job Fair	6/6/2015 09:00 AM Los Angeles
<b><u>Currently Scheduled Upcoming Events</u></b>	
City of El Monte Job Fair	6/19/2015 10:00 AM El Monte
Michael Antonovich Community Job Fair and Resource Expo	6/20/2015 9:00AM Pasadena

Webcast - American InterContinental University	6/25/2015 1:00 PM Chicago, IL
Webcast Colorado Technical University	7/1/2015
LACOE-El Monte Workforce Development Center	7/8/2015 9:00 AM El Monte
Van Nuys Area Office Resource Fair	7/16/2015 10:00 AM Van Nuys
NCOA Camp Pendleton Career Expo	7/21/2015 10:00AM San Diego
Hire a Patriot Resource Fair	7/30/2015 1:00PM San Diego

### **Additional Regulations for STC**

#### **ARTICLE 2. Minimum Standards for Selection**

##### **§ 130. Purpose of Article.**

The purpose of this article is to set forth the minimum selection standards which will assure and/or increase the level of competence of persons selected for entry probation officer positions, entry juvenile corrections officer positions, and entry adult corrections officer positions.

NOTE: Authority cited: Sections 6035, 6036, Penal Code. Reference: Section 6036, Penal Code.

##### **§ 131. Minimum Selection Standards.**

(a) In addition to the requirements set forth in Section 830 et seq. of the Penal Code and Section 1029 et seq. of the Government Code, the standards set forth below shall apply. These standards for entry probation officer positions, entry juvenile corrections officer positions, and entry adult corrections officer positions shall include but not be limited to the following:

(1) Basic abilities and other characteristics important for successful job performance as demonstrated by passing the Board's written examination. An alternative examination may be substituted pursuant to Section 132.

(2) Competence in oral communication as demonstrated in an interview.

(3) Past behavior compatible to job requirements as demonstrated by a background investigation.

(4) Competence in the knowledge, skills and abilities necessary for entry-level job performance, as demonstrated by successful completion of the required core curriculum.

(5) Competence in the performance of entry-level duties as demonstrated by successful completion of the probationary period.

(6) The ability to perform the essential job functions of the position as demonstrated by meeting the Board's current standards for Vision, Hearing, and Medical Screening. An alternative may be substituted pursuant to Section 132.

(7) A minimum of 18 years of age prior to appointment.

(b) The level of competence in (a)(2) and (a)(3) above shall be commensurate with the needs of the individual job classifications of each county or city. The level of competence in (a) (1) above shall be commensurate to the cutoff score that is chosen by the county or city and is consistent with research validation.

NOTE: Authority cited: Sections 6035, 6036, Penal Code. Reference: Section 6036, Penal Code.

#### **Development of the Juvenile Corrections Officer Examination**

The Juvenile Corrections Officer Examination was developed as a result of a three-year statewide analysis of the JCO position. The analysis was undertaken pursuant to state legislation mandating the development of selection standards for the JCO job.

Examination development began with a review of job descriptions and related documentation, site visits, and interviews with JCO incumbents and their supervisors.

The test researchers developed a job analysis questionnaire from these documents and interviews. The questionnaire was administered to JCO incumbents and supervisors from agencies throughout California. Questionnaire results were used to determine the nature of the JCO job and to develop a clear and complete description of the abilities and attributes necessary for successful job performance.



Table 3.1 *continued*

**BACKGROUND INVESTIGATION CODES AND REGULATIONS**

LAW / REGULATION	NOTES / COMMENTS
<p>paragraph shall apply regardless of whether, pursuant to subdivision (b) of §17 of the Penal Code, the court declares the offense to be a misdemeanor or the offense becomes a misdemeanor by operation of law.</p> <p>(4) Any person who has been charged with a felony and adjudged by a superior court to be mentally incompetent...</p> <p>(5) Any person who has been found not guilty by reason of insanity of any felony.</p> <p>(6) Any person who has been determined to be a mentally disordered sex offender...</p> <p>(7) Any person adjudged addicted or in danger of becoming addicted to narcotics, convicted, and committed to a state institution...</p> <p>(b) (1) A plea of guilty to a felony pursuant to a deferred entry of judgment program... shall not alone disqualify a person from being a peace officer unless a judgment of guilty is entered...</p> <p>(2) A person who pleads guilty or <i>nolo contendere</i> to, or who is found guilty by a trier of fact of, an alternate felony-misdemeanor drug possession offense and successfully completes a program of probation... shall not be disqualified from being a peace officer solely on the basis of the plea or finding if the court deems the offense to be a misdemeanor or reduces the offense to a misdemeanor.</p>	
<p><b>Penal Code §29805</b></p> <p>[Specified convictions; narcotic addiction; condition of probation; restrictions on firearms possession; punishment; employment needs; relief from prohibition; justifiable violations]</p>	<p><i>PC §29805 disqualifies those who have committed specific misdemeanors from possessing a firearm for 10 years, which may preclude candidates from peace officer status. DOJ and FBI will indicate candidate eligibility in their returns of fingerprint records.</i></p>
<p><b>U.S. Code Title 18 §922(d)(9)</b></p> <p>(d) It shall be unlawful for any person to sell or otherwise dispose of any firearm or ammunition to any person knowing or having reasonable cause to believe that such person... has been convicted in any court of a misdemeanor crime of domestic violence.</p> <p>(g) It shall be unlawful for any person... who has been convicted in any court of a misdemeanor crime of domestic violence... to possess any firearm or ammunition.</p>	<p><i>Individuals convicted of misdemeanor offenses containing the elements of domestic violence cannot possess a firearm, which may preclude candidates from peace officer status.</i></p>

*continues*



**WILLIAM T FUJIOKA**  
Chief Executive Officer

## County of Los Angeles CHIEF EXECUTIVE OFFICE

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*"To Enrich Lives Through Effective And Caring Service"*

Board of Supervisors  
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Fifth District

May 13, 2014

The Honorable Board of Supervisors  
County of Los Angeles  
383 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, California 90012

Dear Supervisors:

### **AGREEMENTS FOR SPECIAL LEGAL SERVICES – PROBATION DEPARTMENT (ALL DISTRICTS AFFECTED) (3 VOTES)**

#### **SUBJECT**

This is a recommendation to terminate the Agreement Number 77426 with Cynthia Hernandez related to the Office of Independent Review for the Probation Department and concurrently enter into a separate agreement with Cynthia Hernandez for the provision of special legal services for the Probation Department.

#### **IT IS RECOMMENDED THAT THE BOARD:**

1. Approve and instruct the Chairman of the Board to sign the attached Agreement for Special Legal Services for the Probation Department with Cynthia Hernandez for the provision of special legal services to the Probation Department, commencing upon execution by the Board of Supervisors and terminating June 30, 2017, with a total base annual compensation amount not to exceed \$207,930 plus actual and necessary expenses incurred.
2. Delegate authority to the Chief Executive Officer to execute all amendments to the Agreement for Special Legal Services with Cynthia Hernandez that are necessary to implement Board directives regarding the functions and scope of specialized legal services for the Probation Department.
3. Approve and instruct the Chairman of the Board to sign the attached Amendment Number Three to Agreement Number 77426 with Cynthia Hernandez to terminate Agreement Number 77426 in its entirety, effective upon execution by the Board of Supervisors, to allow Cynthia Hernandez to now provide special legal services for the Probation Department pursuant to a separate agreement for

special legal services.

### **PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION**

As requested by the Chief Probation Officer, we are recommending approval of the attached Agreement for Special Legal Services for the Probation Department (Agreement) with Cynthia Hernandez (Chief Attorney), who will fill the vacancy left by the Office of Independent Review (OIR). Because Cynthia Hernandez is currently serving in the capacity as OIR Attorney for Probation, we are also recommending termination of her current agreement, Agreement Number 77426 which expires June 30, 2014, to allow for her contracted service as Chief Attorney.

The Chief Attorney shall assist the Chief Probation Officer in fulfilling his duties and obligations by investigating allegations of intradepartmental misconduct, including that which constitutes criminal conduct which he, as the Chief Probation Officer, has the duty to investigate. The Chief Attorney shall oversee and coordinate the independent review process and shall perform such specialized legal services as are necessary to accomplish such oversight and coordination.

### **Implementation of Strategic Plan Goals**

This action supports the County's Strategic Plan Goal 1: Operational Effectiveness; Maximize the effectiveness of the process, structure and operations to support timely delivery of customer-oriented and efficient public service. The specialized legal services will help enhance the County's ability to protect the well-being and safety of its citizens, clients, and employees.

### **FISCAL IMPACT/FINANCING**

The proposed Agreement provides that the Chief Attorney is paid a total base annual compensation amount of \$207,930, plus actual and necessary expenses incurred. Sufficient funding is included in Probation's budget.

### **FACTS AND PROVISIONS/LEGAL REQUIREMENTS**

The term of the Agreement shall commence upon execution by the Board of Supervisors and shall terminate on June 30, 2017. The expiration date of the Agreement runs concurrent with the end of the fiscal year. Either party may terminate the Agreement, for any or no reason whatsoever, by giving the other party no less than thirty calendar days advance written notice of such termination.

Under the Agreement, the Chief Attorney's key responsibilities include but are not limited to: 1) providing periodic status reports on selected investigations, uses of force, the disciplinary process, and reviews of significant matters; 2) assisting in the initiation, structuring, and development of ongoing internal investigations conducted by Probation Department's Professional Standards Bureau to ensure that investigations are complete, effective, and fair; 3) participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation; 4) Monitoring ongoing investigations and reviewing completed investigations conducted by Probation Department's Professional Standards Bureau to ensure that content, disposition, and discipline are appropriate; and 5) monitoring and making recommendations about direction, disposition, discipline, and corrective action throughout the disciplinary process.

Under the Agreement, the Chief Attorney receives a base annual compensation in the amount of

\$207,930. The Chief Attorney shall also receive reimbursement for actual and necessary expenses incurred. The base annual compensation amount is based upon the expectation that the time devoted to County services by the Chief Attorney will be comparable to the time a full-time County employee is expected to devote to the County. The Agreement provides for a discretionary increase in annual compensation in the event that the Board approves a general percentage salary adjustment for County employees in any given year.

The County agrees to provide the Chief Attorney with office space, equipment, a vehicle, and staff support and assistance as set forth in the Agreement. Probation will utilize an additional staff attorney and an investigator for comprehensive oversight, as well as one support staff. When the vacancies are filled, a recommendation for approval to fill the vacancies of the staff attorney and investigator will be submitted to the Board.

In consideration of the benefit to the County of the specialized legal assistance and independent review services to be provided by the Chief Attorney under the Agreement, the County agrees to indemnify, defend, and hold the Chief Attorney harmless from claims of liability resulting from acts and omissions of the Chief Attorney in the performance of services provided within the scope of services required pursuant to the Agreement, to the same extent as if the Chief Attorney was a County employee under California Government Code section 995 et seq.

Pursuant to California Government Code Section 31000, the Board has the authority to contract for specialized services to assist the Chief Probation Officer in the performance of his duties.

Amendment Number Three to Agreement Number 77426 with Cynthia Hernandez will terminate Agreement Number 77426 in its entirety, effective upon execution by the Board of Supervisors.

County Counsel has approved the attached Agreement and Amendment Number Three to Agreement Number 77426 as to form.

#### **IMPACT ON CURRENT SERVICES (OR PROJECTS)**

Approval of the proposed Agreement with the Chief Attorney will ensure uninterrupted provision of this critical function and service.

#### **CONCLUSION**

Upon approval by your Board, please return one stamped adopted copy of the letter with a stamped adopted copy of the Agreement and Amendment Number Three to Agreement Number 77426 to:

1. Chief Executive Office

Attention: Georgia Mattera, Senior Assistant Chief Executive Officer  
500 West Temple Street, 7th Floor  
Los Angeles, CA 90012

2. Office of the County Counsel

Attention: Roger Granbo, Assistant County Counsel  
500 West Temple Street, 6th Floor  
Los Angeles, CA 90012

The Honorable Board of Supervisors

5/13/2014

Page 4

3.Probation Department

Administrative Services

Attention: Kym Vieira, Administrative Deputy

9150 East Imperial Highway

Downey, CA 90242

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'WTF', followed by a horizontal line and a stylized flourish.

WILLIAM T FUJIOKA

Chief Executive Officer

WTF:SHK:GS

LG:cg

Enclosures

c: Executive Office, Board of Supervisors  
County Counsel  
Probation

## **AGREEMENT FOR SPECIAL LEGAL SERVICES FOR PROBATION DEPARTMENT**

This Agreement for Special Legal Services ("Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014 by and between the County of Los Angeles ("County") and Cynthia Hernandez ("Chief Attorney") for the purpose of providing special legal services for the Los Angeles County Probation Department ("Probation Department").

### RECITALS

- A. WHEREAS, the Chief Probation Officer has requested the continuation of resources for the Chief Probation Officer to fulfill his duties and obligations to investigate allegations of intradepartmental misconduct, including that which constitutes criminal conduct which he, as the Chief Probation Officer, has the duty to investigate; and
- B. WHEREAS, the Chief Probation Officer wishes to ensure that the allegations of intradepartmental misconduct are investigated and reviewed in a fair, thorough, and impartial manner; and
- C. WHEREAS, pursuant to California Government Code Section 31000, the Board of Supervisors has the authority to contract for specialized services to assist the Chief Probation Officer in the performance of his duties; and
- D. WHEREAS, the Chief Attorney has been determined to be uniquely qualified to serve as such a resource.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the County and the Chief Attorney agree as follows:

### **1.0 GENERAL SCOPE OF SERVICES – CHIEF ATTORNEY**

- 1.1 The Chief Attorney shall assist Chief Probation Officer in fulfilling his duties and obligations by investigating allegations of intradepartmental

misconduct, including that which constitutes criminal conduct which he, as the Chief Probation Officer, has the duty to investigate. The Chief Attorney shall oversee and coordinate the independent review process and shall perform such specialized legal services as are necessary to accomplish such oversight and coordination.

- 1.2 The Chief Attorney represents and warrants to the County, and the County relies upon such representation and warranty, that Chief Attorney has the necessary skills, competence, and expertise to fully and completely perform the specialized legal services called for under this Agreement.

## **2.0 CHIEF ATTORNEY DUTIES**

The Chief Attorney shall perform duties and functions related to the Probation Department including but not limited to the following:

- 2.1 Providing periodic status reports on selected investigations, uses of force, the disciplinary process, and reviews of significant matters to the Board of Supervisors and the Chief Probation Officer.
- 2.2 Assisting in the initiation, structuring, and development of ongoing internal investigations conducted by the Probation Department's Professional Standards Bureau to ensure that investigations are complete, effective, and fair.
- 2.3 Participating, as necessary and appropriate, in ongoing investigations including interviewing witnesses, responding to crime scenes, and reviewing tangible evidence and relevant documentation.
- 2.4 Monitoring ongoing investigations and reviewing completed investigations conducted by the Probation Department's Professional Standards Bureau to ensure that content, disposition of employment issues, and recommended discipline are appropriate.
- 2.5 Monitoring and making recommendations about direction, disposition, discipline, and corrective action throughout the Probation Department's disciplinary process.
- 2.6 Establishing and maintaining liaison with the District Attorney, Probation Executives, Probation Units and Facilities, County Counsel, employee

unions, the Probation Commission, the United States Department of Justice, the Federal Bureau of Investigation, civil rights organizations, community based organizations, and other outside entities.

- 2.7 Performing thorough analyses and reviews of selected Probation Department internal investigations to determine whether Probation Department policies, practices, and procedures should be reexamined to prevent the future occurrence of similar allegations of misconduct, and when warranted, developing and proposing recommendations for revisions of the implicated policies, practices, or procedures.
- 2.8 Performing audits of Probation Department operations, reviewing selected internal in investigations, and studying best practices from probation departments in other jurisdictions in order to develop and improve policies, practices, and procedures to ensure that investigations of intra-departmental misconduct and disciplinary procedures are more effective, fair, thorough, and impartial.
- 2.9 Devising and recommending mechanisms to provide positive recognition and incentives to employees who perform duties in an exemplary fashion with regard to integrity, conduct, and other issues that frequently are the subject of discipline.
- 2.10 Setting an operational philosophy to ensure that the needs and goals of the community, the Board of Supervisors, the Probation Department, and the staff are met.

### **3.0 TERM**

- 3.1 The term of this Agreement shall commence upon execution by the County Board of Supervisors and shall terminate on June 30, 2017, unless sooner extended or terminated as provided herein.
- 3.2 Either party may, at its sole option and discretion, terminate this Agreement, for any or no reason whatsoever, by giving the other party no less than thirty (30) calendar days advance written notice of such termination.



#### **4.0 COMPENSATION AND EXPENSES**

- 4.1 The Chief Attorney shall be paid an annual amount of \$207,930 for services performed ("Annual Compensation Amount"), plus actual and necessary expenses incurred by the Chief Attorney pursuant to this Agreement. Reimbursement for necessary expenses shall be paid for such items at the same rates and on the same terms as for County employees pursuant to Chapter 5.40 of the Los Angeles County Code.
- 4.2 The Annual Compensation Amount set forth above is based upon the expectation that the time devoted to County services by the Chief Attorney will be comparable to the time a full-time County employee is expected to devote to the County.
- 4.3 In the event the Board of Supervisors approves a general percentage salary adjustment for County employees to be effective on or after July 1 of any given year during the term of this Agreement, such general percentage adjustment may be applied to the Annual Compensation Amount during the remaining term of this Agreement. Any such adjustment shall be effective upon the same date such general percentage salary adjustment becomes effective for County employees and shall be at the sole discretion of the County.
- 4.4 Payments of the Annual Compensation Amount by the County to the Chief Attorney shall be made in twelve (12) monthly installments within ten (10) business days after the first day of each month during the term of this Agreement. Reimbursement of actual and necessary expenses shall be payable on a monthly basis within ten (10) business days after submission to and approval of an invoice by the Office of County Counsel. Such invoices shall specify in detail the dates and reasons for incurring each item of expense for which reimbursement is claimed. Invoices shall be mailed or delivered to:

Office of County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

## **5.0 ACCESS TO RECORDS AND CONFIDENTIALITY**

- 5.1 The Chief Attorney shall have an attorney-client relationship with the County of Los Angeles, the Board of Supervisors, the Chief Probation Officer, and any other County department head, as applicable, when performing the special legal services provided pursuant to this Agreement.
- 5.2 As special counsel to the County of Los Angeles, the Board of Supervisors, the Chief Probation Officer, and any other County department head, as applicable, in performing the specialized legal assistance and independent review services provided pursuant to this Agreement, the Chief Attorney shall have access on an attorney-client basis to such confidential records of the County, its departments, and officers as may be material and relevant to performance of the Chief Attorney's services and responsibilities pursuant to this Agreement.
- 5.3 All communications and reports to the County, including to the Board of Supervisors, the Chief Probation Officer, and any other County department head, as applicable, shall be made or submitted on a confidential attorney-client basis. Any public reports by the Chief Attorney which are authorized by the County shall preserve all statutory and constitutional requirements of confidentiality with regard to records and individuals. All such information will be information acquired in confidence by a public employee in the course of his or her duties and not open, or officially disclosed, to the public within the meaning of California Evidence Code Section 1040.
- 5.4 All communications and reports to County pursuant to this Agreement shall be made or submitted only by the Chief Attorney, and not by staff.
- 5.5 All internal observations and determinations by the Chief Attorney in the performance of the specialized legal assistance and independent review services provided pursuant to this Agreement are and shall be considered attorney work product and subject to the appropriate claims of privilege therein.

- 5.6 The confidentiality of all records and materials collected and used by the Chief Attorney shall be preserved consistent with the terms of this Agreement, and shall within ten (10) business days from the date of expiration or termination of this Agreement be delivered to the Office of County Counsel for confidential retention in the manner and for the periods required by law for confidential records of the County Counsel.

**6.0 COUNTY ADMINISTRATION**

- 6.1 The County Chief Executive Officer and/or County Counsel shall serve as the County Contract Manager(s) for purposes of this Agreement.

**7.0 NO ASSIGNMENT OR DELEGATION**

- 7.1 This Agreement shall not be assignable by Chief Attorney, either in whole or in part. Any attempt to assign this Agreement shall be void and confer no rights on any third parties.
- 7.2 All services and duties of the Chief Attorney pursuant to this Agreement shall be the sole responsibility of the Chief Attorney, and such services and duties may not be delegated without the prior written consent of the County. Any person not employed by the County whose services are utilized by the Chief Attorney, with such prior written consent, to assist in the performance of the Chief Attorney's services and duties pursuant to this Agreement shall, prior to performing any such services, execute an agreement with the Chief Attorney, reviewed and approved by County Counsel, agreeing to abide by the terms of this Agreement, including all requirements of confidentiality.
- 7.3 No person assisting the Chief Attorney shall have a criminal record of conviction of a felony or any crime of moral turpitude.
- 7.4 The Chief Attorney shall be responsible for all assisting staff who are not County employees.
- 7.5 All communications and reports to County pursuant to this Agreement shall be made or submitted only by the Chief Attorney.

## **8.0 INDEPENDENT CONTRACTOR STATUS**

- 8.1 The Chief Attorney is not, nor shall she or any of her employees or agents be deemed for any purposes, an employee of the County; nor shall the Chief Attorney, or any of her employees or agents, be entitled to any rights, benefits, or privileges of County employees.
- 8.2 The Chief Attorney shall comply with all federal, state, and local statutes, laws, and ordinances related to the payment of any employer, income, disability, or other tax which may be due by virtue of any compensation received by the Chief Attorney under this Agreement.

## **9.0 INDEMNIFICATION**

- 9.1 In consideration of the benefit to the County of the specialized legal assistance and independent review services to be provided by the Chief Attorney pursuant to this Agreement, the County agrees to indemnify, defend, and hold the Chief Attorney harmless from claims of liability resulting from acts and omissions of the Chief Attorney in the performance of services provided within the scope of services required pursuant to this Agreement, to the same extent as if the Chief Attorney was a County employee under Sections 995 *et seq.* of the California Government Code.
- 9.2 Except as specifically provided herein, the Chief Attorney agrees to indemnify, defend, and hold the County harmless from any and all other claims of liability for damages of any nature whatsoever arising from or connected with acts or omissions of the Chief Attorney, including any workers' compensation claims, liability, or expense arising from or connected with services performed by or on behalf of the Chief Attorney by any person.

## **10.0 OFFICE SPACE, EQUIPMENT, AND STAFF SUPPORT**

- 10.1 The County agrees to provide the Chief Attorney, at no cost to the Chief Attorney, with office space, equipment, and staff support and assistance as follows.
  - 10.1.1 A Staff Attorney with the necessary skills and experience to assist the Chief Attorney in the performance of all tasks anticipated in this

Agreement. The Chief Attorney will recommend a candidate to the County to fill this position through a separate contractual arrangement approved by the Board of Supervisors.

10.1.2 An investigator/associate/attorney who has the necessary skills and experience to assist the Chief Attorney in performance of all tasks anticipated in this Agreement. The Chief Attorney will recommend a candidate to the County to fill this position through a separate contractual arrangement approved by the Board of Supervisors.

10.1.3 One (1) support staff with the necessary secretarial, data management, and/or investigation review skills and experience to assist the Chief Attorney in performance of all tasks anticipated in this Agreement.

10.1.4 Office space and furniture sufficient for the needs of the Chief Attorney, one (1) Staff Attorney, one (1) investigator/associate/attorney, and one (1) support staff, located within the Probation Headquarters Building.

10.1.5 Vehicles for the exclusive use of the Chief Attorney and one (1) Staff Attorney.

10.1.6 Cell phones, computers, printers, and related office equipment for the exclusive use of the Chief Attorney and her staff at the Probation Department.

10.1.7 Any other equipment, services, or staff assistance as may be mutually agreed upon by the Chief Attorney and the County Contract Managers. Any and all other office space, equipment, and/or staff support assistance utilized by the Chief Attorney in providing services pursuant to this Agreement shall be the sole cost and responsibility of the Chief Attorney.

10.2 All County provided equipment, office space, and staff support, and any other County provided resources, shall be used only in the provision of services under this Agreement consistent with County policies regarding the use of County equipment by County employees. Such resources,

including the County address and phone number, shall not be used by the Chief Attorney to solicit or provide services to any entities, other than the County.

10.3 All office space shall be vacated, and all equipment and other County resources provided hereunder shall be relinquished to County, immediately upon expiration or termination of this Agreement.

#### **11.0 NOTICES**

11.1 Notices required or permitted pursuant to this Agreement shall be given in writing by personal delivery or deposit in the United States mail first class postage prepaid, addressed as follows:

To County:                      Office of County Counsel  
648 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

With a copy to:                Chief Executive Officer  
713 Kenneth Hahn Hall of Administration  
500 West Temple Street  
Los Angeles, CA 90012

To Chief Attorney:            Cynthia Hernandez  
9150 East Imperial Highway  
Downey, CA 90242

11.2 The address for notice may be changed by the County or the Chief Attorney, as the case may be, by written notice to the other party as provided herein.

**AGREEMENT FOR SPECIAL LEGAL SERVICES  
FOR PROBATION DEPARTMENT**

IN WITNESS WHEREOF, the Chief Attorney has executed this Agreement, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Agreement to be executed on its behalf by the Chairman of said Board and attested by the Executive Officer-Clerk of the Board of Supervisors thereof.

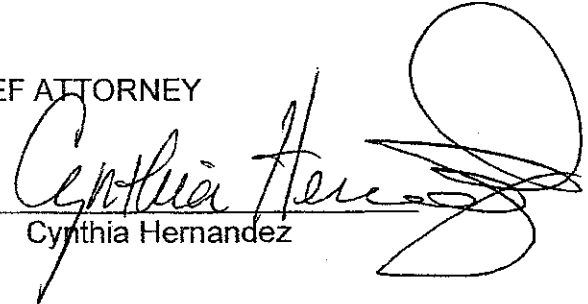
COUNTY OF LOS ANGELES

By \_\_\_\_\_  
Chairman, Board of Supervisors

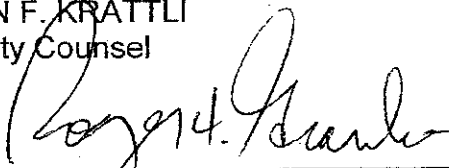
ATTEST:  
SACHI A. HAMAI  
Executive Officer-Clerk  
of the Board of Supervisors

By \_\_\_\_\_  
Deputy

CHIEF ATTORNEY

By   
Cynthia Hernandez

APPROVED AS TO FORM:  
JOHN F. KRATTLI  
County Counsel

By   
Senior Deputy County Counsel

**AMENDMENT NUMBER THREE  
TO AGREEMENT NUMBER 77426  
FOR SPECIAL LEGAL SERVICES  
OFFICE OF INDEPENDENT REVIEW**

This Amendment Number Three ("Amendment") to Agreement Number 77426 ("Agreement") is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between the County of Los Angeles ("County") and Cynthia Hernandez ("OIR Attorney").

**RECITALS**

WHEREAS, on September 28, 2010, County and OIR Attorney entered into the Agreement for the provision of services as OIR Attorney; and

WHEREAS, on June 11, 2013, County and OIR Attorney entered into Amendment Number One to the Agreement to extend the term of the Agreement on a month-to-month basis for a period not to exceed six (6) months from July 1, 2013 through December 31, 2013; and

WHEREAS, on December 17, 2013, County and OIR Attorney entered into Amendment Number Two to extend the term of the Agreement for three (3) months from January 1, 2014 through March 31, 2014 and, upon the recommendation of the Inspector General, thereafter on a month-to-month basis for up to three (3) additional months from April 1, 2014 through June 30, 2014; and

WHEREAS, upon the termination of the agreement with the current Deputy Chief Attorney of OIR at the Probation Department, the County seeks to contract with a Chief Attorney to perform special legal services for the Probation Department; and

WHEREAS, County and OIR Attorney agree to mutually terminate the Agreement and concurrently enter into a separate Agreement for Special Legal Services for Probation Department, whereby OIR Attorney will serve as Chief Attorney for the performance of special legal services for the Probation Department.

**NOW, THEREFORE**, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties mutually agree as follows:

1. Effective upon execution of this Amendment Number Three by the Board of Supervisors, Agreement Number 77426 shall be terminated in its entirety.

\*\*\*\*\*



**AMENDMENT NUMBER THREE  
TO AGREEMENT NUMBER 77426  
FOR SPECIAL LEGAL SERVICES  
OFFICE OF INDEPENDENT REVIEW**

**IN WITNESS WHEREOF**, the OIR Attorney has executed this Amendment, and the County of Los Angeles, by order of its Board of Supervisors, has caused this Amendment to be executed on its behalf by the Chairman of the Board of Supervisors.

**COUNTY OF LOS ANGELES**

By \_\_\_\_\_  
DON KNABE  
Chairman, Board of Supervisors

ATTEST  
SACHI HAMAI  
Executive Officer-Clerk  
of Board of Supervisors

By \_\_\_\_\_  
Deputy

OIR ATTORNEY

By \_\_\_\_\_  
CYNTHIA HERNANDEZ

Date 5/8/14

APPROVED AS TO FORM  
JOHN F. KRATTLI  
County Counsel

By \_\_\_\_\_  
Senior Deputy County Counsel